



## **LEGAL ADVERTISEMENT & NOTICE**

### **REQUEST FOR PROPOSALS NO. 4401-0328-BA**

### **PASSENGER ELEVATOR MODERNIZATION**

### **CITY OF FORT SMITH, ARKANSAS**

The City of Fort Smith is seeking proposals from qualified firms with demonstrated experience in furnishing all engineering, materials, labor, tools, equipment, transportation, supervision, testing, and inspections to modernize the passenger elevator located at 801 Carnall Avenue, Fort Smith.

The purpose and intent of this Request for Proposal is to solicit proposals from qualified firms that include and are not limited to providing a solution to modernize the existing passenger elevator, replace and upgrade mechanical and electrical components, and to bring the elevator system up to acceptable, safe, and reliable standards.

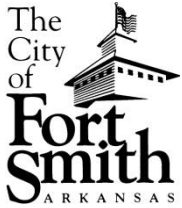
Sealed Requests for Proposals shall be received by the Purchasing Manager of the City of Fort Smith until **2:00 PM, local time, March 28, 2019**, at 623 Garrison Avenue, Suite 512 in Fort Smith, Arkansas.

All proposals shall be submitted in accordance with the Request for Proposal ("RFP") which is available on the City's website at [www.fortsmithar.gov](http://www.fortsmithar.gov) or may be obtained during normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.) from:

**City of Fort Smith Purchasing Department  
Attn: Alie Bahsoon, Purchasing Manager  
623 Garrison Avenue, Room 512  
Fort Smith, AR 72901  
(479) 784-2267**

[purchasing@fortsmithar.gov](mailto:purchasing@fortsmithar.gov)

*The City of Fort Smith, Arkansas is an Equal Opportunity/Affirmative Action Employer*



**CITY OF FORT SMITH**  
Request for Proposal  
Purchasing Department  
623 Garrison Avenue #512  
P.O. Box 1908  
Fort Smith, AR 72902-1908  
*The City of Fort Smith is an EOE M/F*

<b>BID NO: 4401-0328-BA</b>	<b>Passenger Elevator Modernization 801 Carnall Avenue Fort Smith, Arkansas</b>	<b><u>Closing Date:</u> <u>Thursday, March 28, 2019</u> <u>@ 2:00 PM</u></b>
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**ALL BIDS SUBMITTED SHAL HAVE AN ORIGINAL SIGNATURE. SEALED BIDS  
MAY BE RETURNED TO THE ABOVE ADDRESS**

<i>Company</i>	Name: (Print or Type)
<i>Federal Tax I.D. No.</i>	Signature*
<i>Mailing Address</i>	Title
<i>City</i>	Date
<i>State</i> <i>Zip Code</i>	* <u>Authorized Signature:</u> The signer declares under penalty of perjury that she/he is authorized to sign
<i>Tel. No.</i> <i>Fax No.</i>	this document and bind the company or organization to the terms of this agreement.
<i>E-Mail</i>	

<b>For Further Information Concerning This Bid, Please Contact:</b>		
<b>ALIE BAHSOON</b> , Purchasing Manager		
Phone: (479) 784-2267	Fax: (479) 784-2484	Email: <a href="mailto:abahsoon@FortSmithAR.gov">abahsoon@FortSmithAR.gov</a>

The City of Fort Smith ("City"), Arkansas, will receive sealed proposals from qualified firms ("Contractor") for the modernization of the passenger elevator located at the City of Fort Smith Information Technology (IT) Building (or better known as the "Old Library"), located at 801 Carnall Avenue, Fort Smith, Arkansas until 2:00 PM local time on Thursday, March 28, 2019 in the Purchasing Department at the Municipal Offices, 623 Garrison Avenue, Room 512, Fort Smith, Arkansas.

This Request for Proposal ("RFP") document, certifications, conditions, and specifications hereunder listed, together with all addenda shall form part of the contract between the successful Contractor and the City, and the provisions thereof shall be as binding upon the parties thereto as if they were fully set forth therein.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The City of Fort Smith encourages participation of small, minority and woman owned business enterprises in the procurement of goods, services, professional services and construction either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority and woman businesses to partner with them.

The City reserves the right to reject any or all bids or to waive any informalities in bidding. Bids may be held by the City for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

## **INFORMATION FOR BIDDERS**

### **Scope of Work**

The existing passenger elevator that serves the Old Library, a.k.a. the Carnegie Library Building located at 801 Carnall Avenue has become unreliable and inoperable for extended periods of time. The existing elevator is the original equipment from the building's construction in 1968. Due to the unavailability of replacement parts, it has become necessary to modernize the existing elevator. The contractor shall identify all mechanical and electrical components that need to be replaced, refurbished or retained.

The City is seeking proposals from qualified contractors with demonstrated experience in furnishing all engineering, materials, labor, tools, equipment, transportation, supervision, testing, and inspections to modernize the passenger elevator, and to bring the elevator system up to acceptable, safe, and reliable standards.

Should the RFP include any potential ancillary repair costs such as HVAC, plumbing and peripheral electrical systems, please provide a "not-to-exceed" allowance for such repairs on the *Bid Proposal Form*.

In your proposal, please include the following:

- Approximate project duration and time-line
- Minimum of 3 references with similar projects completed within the past 24 months and their contact information
- Payment terms
- Warranty period(s)
- Preventative maintenance program
- Miscellaneous and/or other terms and conditions

### **Elevator Facts**

- Elevator Speed: 200 fpm
- Type: Geared/traction
- Stops: 3 (all front/0 rear)
- Capacity: 2500 lbs.

### **Time for Completion**

Before bidding on this project, each Contractor shall fully be informed of any and all requirements on the site. The Contract requires the Contractor to commence immediately following the execution of contract. NOTE: The City may exercise its option of delay of issuing the "Notice to Proceed", not to exceed sixty (60) calendar days after the date of entering into the Contract. Calendar days are calculated

to allow for adequate time to complete this project. Typically the contractor will be allowed to work between 8AM and 5PM, Monday through Friday and excluding holidays, unless approved otherwise by the City.

### Laws and Regulations

The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### Method of Award

Award of contract is not made at the proposal submittal date and time. All proposals are subject to final review and acceptance by City Staff before any award may be made. Receipt of proposal by the City shall not be construed as authority to bind the City. The evaluation and award of this project shall be made on the following, but not limited to criteria (in no particular order of emphasis):

- 1) Size of Contractor's operation and availability to meet the City's needs
- 2) Relevant experience and reputation of past skillful performance of work of this type
- 3) Ability of Contractor to meet the insurance and bond requirements
- 4) Proposed pricing & schedule
- 5) References review and recommendations

### Obligation of Bidder

At the time of the opening of bids, each Contractor will be presumed to have inspected the site and to have read and to be thoroughly familiar with the RFP document (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of their bid. As site inspection is mandatory prior to submitting a proposal. To schedule a site inspection, contact Mr. Russell Gibson, Director of Information and Technology Services at 479-788-8901 or via email at [rgibson@fortsmithar.gov](mailto:rgibson@fortsmithar.gov).

### Arkansas State Licensing Law

Attention of bidders is particularly called to the requirement that bidders must be in compliance with the requirement of Act 150 of 1965 of the State of Arkansas, effective June 3, 1965, (codified as amended at Ark. Code Ann. §§ 17-25-301 through 17-25-316) which is the current Arkansas State Licensing Law for Contractors.

### Subcontractors

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract of \$35,000 or more under the agreement must possess a current Arkansas Contractors License, must be able to obtain bonding, and must be acceptable to the City.

### Insurance and Bonding

Insurance: Contractor agrees to purchase, at its sole cost and expense, adequate Workers Compensation Insurance for its employees who perform work on this Project, and to require that its subcontractors purchase adequate Workers Compensation Insurance for the subcontractor's employees who perform work on this Project. Contractor agrees to purchase, at its sole cost and expense, insurance coverage required by the Contract Conditions and Specifications. Required insurance policies shall be provided by an insurance company that is authorized to do business in Arkansas. Contractor shall furnish certificates to the Owner prior to issuance of the Notice to Proceed. Such certificates shall provide that the Owner is to receive written notice of cancelled policies a minimum of thirty (30) days before the cancellation or expiration of the policy. Insurance certificates for all required insurance policies shall

be submitted to the City of Fort Smith, Attention: Purchasing Manager, Room 512, 623 Garrison Avenue, Fort Smith, Arkansas 72902.

Performance and Payment Bond: Contractor shall obtain and provide a Performance and Payment Bond for the full amount of this Contract with a one-year General Warranty. Such Performance and Payment Bond must be submitted to the Owner upon execution of this Contract. Performance and Payment Bonds shall include provisions that will guarantee the faithful performance of the prevailing hourly wage clause as provided by in this Contract. Performance and Payment Bonds shall be issued to the City of Fort Smith.

#### Liquidated Damages for Delay in Completion

As actual damages for any delay in completion of the work which the Contractor will be required to perform under the Contract are impossible to determine, the Contractor and their Sureties will be liable for and shall pay to the City the sum of One Hundred Dollars (\$100.00) as fixed and agreed as liquidated damages for each calendar day of delay from the date stipulated until such work is satisfactorily completed.

#### Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold the City and its agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by acts, or omissions of the Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

**CERTIFICATE OF COMPLIANCE WITH ALL LAWS AND REGULATIONS  
REGARDING WORKERS WHO ARE NON-CITIZENS OF THE UNITED STATES**

The undersigned Contractor, as part of its contract with the City of Fort Smith, for the provision of services or construction of public works, certifies, under oath, that it will comply with all laws and regulations concerning work performed by persons who are not citizens of the United States as to any and all services and work performed for the City of Fort Smith under said contract. In executing this certification, the undersigned Contractor is fully cognizant that, pursuant to City of Fort Smith Resolution No. 121-08, the Contractor shall be subject to an administrative penalty of up to five hundred dollars (\$500.00) for any violation related to this certification.

Signature of Contractor or Authorized Agent:

\_\_\_\_\_

Print Name of Contractor or Authorized Agent:

\_\_\_\_\_

Date: \_\_\_\_\_

# BID PROPOSAL FORM

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the bid price shown. It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this Invitation to Bid, that the Purchasing Manager of the City of Fort Smith shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto;

That this Request for Proposal submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

Cost of Modernization \$ \_\_\_\_\_

Ancillary Costs \$ \_\_\_\_\_  
*"Not-to-Exceed"*

Total cost: \$ \_\_\_\_\_

Anticipated tax: \$ \_\_\_\_\_  
*(The City is not tax exempt; tax will not be factored in total price)*

Anticipated time of completion from Execution of Contract: \_\_\_\_\_ Days

Contractor's License No. \_\_\_\_\_

**From:** \_\_\_\_\_  
**Contractor Name**

**Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERFORMANCE & PAYMENT BOND**  
**(Common Law)**

KNOW ALL MEN BY THESE PRESENT: That we <sup>(1)</sup> \_\_\_\_\_  
\_\_\_\_\_ a <sup>(2)</sup> \_\_\_\_\_ hereinafter called "Principal" and <sup>(3)</sup>  
\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_,  
hereinafter called the "Surety", are held and firmly bound unto The City of Fort Smith, Arkansas, a  
municipal corporation, hereinafter called "Owner" in the penal sum of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment of  
which sum well and truly to be made, said Principals and Surety bind themselves, their heirs,  
administrators, executors, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which  
is attached and made a part hereof for the construction of:

**Passenger Elevator Modernization**

**801 Carnall Avenue - Fort Smith, Arkansas 72902**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the  
Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall  
fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason  
of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner  
may incur in making good any default, and shall promptly make payments to all persons, firms,  
subcontractors and corporations furnishing materials for or performing labor in the prosecution of the  
work provided for in such contract, and any authorized extension or modification thereof, including all  
amount due for but not limited to, materials, lubricants, oil, gasoline, coal and coke, repair on  
machinery, equipment and tools, consumed or used in connection with the construction of such work,  
and all taxes and insurance premiums on said work, and for all labor performed in such work whether  
by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and  
effect.

The Surety agrees the terms of this bond shall cover the payment by the Principal of not less



than the prevailing hourly rate of wages, if any at the applicable time, as found by the Arkansas Department of Labor or as determined by the court on appeal to all workmen performing work under the contract.

PROVIDED, FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the specifications accompanying the same, or to the work to be performed thereunder, shall in any manner affect the Surety's obligation on this bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, the specifications or the work.

PROVIDED, FURTHER, that no final settlement between the owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
City

State

Zip

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
City State Zip

ATTEST:

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Secretary (Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
City State Zip

(SEAL)

\_\_\_\_\_  
(Witness as to Attorney-In-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
City State Zip

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor.
- (2) A Corporation, a Partnership, or an individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) If Contractor is Partnership, all partners should execute bond.
- (6) This bond must be filed with the Circuit Court of the County where the work is to be performed prior to the start of construction.